

1 correctly through Mr. Southmayd to the Commission.

2 Q Did you ever have any conversations with Mr. Southmayd
3 as to whether or not you should have your own legal
4 representation?

5 A Never discussed that, no.

6 Q Did you have any conversations with Mr. Southmayd
7 period?

8 A Very few times, maybe once or twice but it was
9 basically in relationship to the Asset Agreement, to
10 make sure that things were mailed properly and in time
11 with proper signatures and things like that.

12 Q Mr. Southmayd never provided you with legal advice as
13 to whether or not the agreement the should be entered
14 into?

15 A No he did not.

16 Q Or whether it should be modified in any way?

17 A Nothing of the sort. It was just an agreement between
18 Mr. Becker and myself that he had covered through Mr.
19 Southmayd handling the entire sale.

20 Q Prior to executing the agreement, did you take a look
21 at any rules from the Federal Communications Commission
22 pertaining to the operation of translators?

23 A Yes I did. One of the things I did, translators were
24 new to me since I had been involved in broadcasting in
25 my employment lull between those two things and so Mr.

1 Becker provided me with copies of the Rules and
2 Regulations concerning translators. And I read them
3 over and over again before I entered into that
4 agreement.

5 Q Now I'm going to show you some rules and I'm not going
6 to ask for detailed explanations regarding them because
7 frankly these are the kinds of things that legal
8 scholars can fight over for years. But this is
9 basically to determine what FCC rules you may have
10 looked at prior to executing the Asset Purchase
11 Agreement. And the first rule I'm going to show you is
12 74.1231 and I would like you to focus first on Subpart
13 B. Now I will say that the rule is quite lengthy and
14 it appears to deal with two different types of
15 translators; one being translators that carry FM
16 commercial broadcast stations and then the other
17 portion of the rules appears to deal with translators
18 that carry FM non-commercial educational broadcast
19 stations. Did you read this rule prior to executing
20 the Asset Purchase Agreement?

21 A I believe something very close to it, if not that exact
22 rule. I could show you what I did have -- what I did
23 read.

24 Q All right. Why don't we go off the record a minute.
25 THE REPORTER: Off record.

1 (Off record at 10:10 a.m.)

2 THE REPORTER: On the record.

3 (On record at 10:13 a.m.)

4 Q Mr. Buchanan was laboring vitally to try to locate some
5 rules but you had indicated that the rule I just handed
6 you to read is substantially similar, if not the same
7 rule that you recall reading prior to executing the
8 Asset Purchase Agreement?

9 A Yes.

10 Q Now I would next -- I next direct your attention to
11 Subparts F and G and if you could please just read
12 those to yourself and we can go off the record while he
13 does that.

14 THE REPORTER: Off the record.

15 (Off record at 10:14 a.m.)

16 THE REPORTER: On the record.

17 (On record at 10:15 a.m.)

18 Q Now with respect to Subparts F and G of Section
19 74.1231, did you have an opportunity to read those
20 rules prior to executing the Asset Purchase Agreement?

21 A Yes, in a different form but yes.

22 Q Now this may sound like a test and perhaps anybody
23 else, or everybody else will view it as one but I just
24 want to try to get a feel for what your understanding
25 was of these rules. So if we could go back in time to

1 the period just before the execution of the Asset
2 Purchase Agreement and you've indicated that you did
3 read either the rules themselves as I handed them to
4 you or format or rules that were substantially similar
5 to these. Did you have an understanding as to whether
6 these rules limited in any way how it was that a
7 translator could receive a signal from the primary
8 station?

9 A Yes I do believe there was -- my understanding was that
10 there were some limitations on it.

11 Q And if you could state what your understanding of those
12 limitations were?

13 A Basically off the air, reception of the signal from the
14 primary station.

15 Q In other words, it was acceptable under the rules for a
16 translator station to receive the signal from the
17 primary station over the air?

18 A Yes.

19 Q Conversely, was there some prohibition as to receiving
20 the signal, say for example, via a satellite?

21 A I did not understand that that would be limited as well
22 but the primary reception was through the -- direct off
23 the air.

24 Q Did you understand that the reception of the primary
25 station's signals for the translators in Seward

1 differed in any way from how the other translators
2 received the primary station signals?

3 A Yes there was -- there was a satellite reception for
4 Seward.

5 Q And do you have any knowledge as to whether or not
6 there was a specific authorization from the Federal
7 Communications Commission to permit the translators in
8 Seward receiving their primary signals via satellite?

9 A My understanding was yes.

10 Q Did you happen to see a document that memorialized
11 that?

12 A No I did not. I don't recall that.

13 Q What understanding did you have as to how the -- how it
14 was that the Kodiak translators received their primary
15 station signals?

16 A Well, the primary station used to be through the
17 parabolic antennas that were abandoned by the Air
18 Force.

19 Q Right and the period of time that I'm focusing on now
20 is just before you signed the Asset Purchase Agreement.

21 A Yes and those were just in the process of -- that was
22 being changed because the Air Force was going to
23 demolish those signals -- those facilities by which the
24 signal was received.

25 Q Did you become aware of the possible destruction of

1 those antennas before or after you signed the Asset
2 Purchase Agreement?

3 A Before. I was aware, before the sale that that was
4 going to change.

5 Q And how was it that you acquired such knowledge?

6 A Through Mr. Becker basically. And also visiting the
7 site.

8 Q At the time you signed the Asset Purchase Agreement,
9 did you have any understanding as to approximately when
10 it was that the Air Force was going to move in to
11 destroy the antennas used by the Kodiak translators?

12 A Imminently.

13 Q Did that in turn have any impact on how it was you
14 valued the Kodiak translators?

15 A No because there was an alternative way of receiving it
16 without the parabolics.

17 Q And that alternative was.....

18 A At the same site but without the parabolics.

19 Q And that alternative was what?

20 A Some yagi's put up to receive basically through
21 diversity effects, the signal from Homer.

22 Q And if you could explain for the unenlightened here
23 what a yagi is?

24 A It looks like a TV antenna basically. Specifically cut
25 for the frequency that was being received from Homer.

1 THE REPORTER: How do you spell that?

2 Q Is that Y-A-G-I?

3 A Y-A-G-I.

4 Q And at what site were these yagi's going to be
5 installed?

6 A At the Pillar Mountain site.

7 Q And that's the site that had been utilized up to that
8 time by.....

9 A That same spot.

10 Q By Peninsula?

11 A Correct.

12 Q Now this may be -- this may seem like an aside but it's
13 an engineering matter and it sounds as if you have some
14 expertise in this area. I've always been fascinated
15 that the Kodiak translators could function as they did
16 given that there's such a wide disparity in the power
17 that the primary stations were coming across the water
18 toward these antennas. To give you an idea of where
19 I'm coming from here, KWVV-FM operates at 100,000
20 watts. The translator that was sending the KPEN-FM
21 signal operates at a substantially lower power does it
22 not?

23 A That's correct.

24 Q And yet nevertheless, it appeared that the reception of
25 the two signals was roughly equivalent. Could you

1 explain to me how that occurred?

2 A Just that from the locations of the primary station in
3 Homer and wherever the antenna receiving point is,
4 radio propagations are exceptionally good on direct
5 line of site and there's a direct shot, physically,
6 from Homer to Kodiak, Pillar Mountain, that would -
7 - that works phenomena. But again, you're over water,
8 has some -- has a lot of difference to make that way.
9 Just to give it to you in the opposite direction, since
10 Homer to Kodiak, I forget the exact distance, but I can
11 either receive on the north side of the water up here
12 in Cook Inlet, I can receive on my FM receiver the
13 translators from Soldotna right up the Inlet here using
14 a yagi antenna cut for that frequency as well. So it's
15 just the nature of propagation has its effects,
16 positive effects sometimes. In this case it is a
17 positive effect but because of the mountains and the
18 isolation of all the communities in Alaska, that's the
19 major detriment of why translators are needed. Because
20 those signals are interrupted by mountains and so forth
21 but there is a direct shot and it works.

22 Q And that would be so even though there was such a wide
23 disparity in the power because as I understand it, KWVV
24 as I said, transmitted at 100,000 watts whereas the
25 translator that was sending the KPEN signal utilized

1 what, 250 watts?

2 A Yes, something about that.

3 Q And nevertheless that signal was able to be received
4 over.....

5 A That's the nature of the yagi antenna, to provide gain
6 on both receiving and transmitting side, and that
7 coupled with the direct line of sight, with minimal
8 interference between the two, it works quite well.

9 Q You understood that the translator that was sending the
10 KPEN signal to Kodiak was operating at the proper
11 power?

12 A Yes.

13 Q It wasn't operating over power?

14 A No. Mr. Becker does not operate that way and I've been
15 impressed with his technical skills. He's a consummate
16 engineer, goes by the book, and I just -- I have the
17 utmost respect for him technically. And there was not
18 a surprise to me that it was working knowing the
19 details of the engineering behind it. Knowing that it
20 can work in such things but it's one of those things
21 where it can work.

22 Q With respect to the rule provisions 74.1231 F and G,
23 what understanding did you have as to how it was that
24 Coastal was going to be able to raise funds in order to
25 support the operation of its translators should the

1 purchase be approved and should it be consummated?

2 A The best of my understanding is that Coastal has the
3 entire right to air 30 second spots every -- one 30
4 second spot every hour on each of the -- and each of
5 the stations. And based upon that projection at the
6 current rate for advertising, on the entire network
7 that was Mr. Becker's rate, just to continue that rate
8 and at the 30 second spot that I would be fully
9 responsible for. When I cranked out the numbers and
10 did those things and projections, it seemed workable.

11 Q Now in terms of -- in terms of the numbers did you have
12 an opportunity to look at anything that Peninsula
13 Communications was doing with respect to the sales of
14 time?

15 A I did not see logs or anything like that but I did on
16 one occasion because of the bank's, for financing.....

17 Q Right, well, let's -- let's try to separate in time
18 some of these things.

19 A Okay.

20 Q What I'm focusing on now is the period before you
21 executed the Asset Purchase Agreement so although we
22 haven't had any questions and answers about this yet, I
23 will state to you and of course if I'm wrong we can get
24 it corrected, but I will state to you that your
25 dealings with the bank occurred at a much later point

1 in time.

2 A Yes a little bit later.

3 Q So the period that I'm focusing on now.....

4 A Is prior.

5 Qis before the Asset Purchase Agreement was signed
6 and my question at this point is what materials, if
7 any, from Peninsula Communications, did you have a
8 chance to look at in order to assess what money it is
9 that Coastal could raise?

10 A I saw -- I asked for Mr. Becker's rate card that was
11 based upon, you know, his sales. That was his basis of
12 operation. And that's what I used basically for
13 cranking out the numbers, looking at the availability.

14 Q So we have nine translators and each of those nine
15 translators has 30 seconds each hour available to it
16 for the purpose of soliciting financial support and or
17 airing an advertiser's message, correct?

18 A Correct.

19 Q And it's my understanding from your testimony that you
20 took a sales -- sales figures in terms of what
21 Peninsula would charge for the time and am I
22 understanding you that basically you took that number,
23 or those numbers, in order to assess whether or not
24 Coastal could make a go of this?

25 A Yes. Those were the -- those were the numbers that

1 were currently in operation that Mr. Becker was using
2 as his basis. So when I cranked out those numbers it
3 seemed workable.

4 Q Now assuming that you would be able to sell or solicit
5 the funds in order to have an equivalent operation to
6 Peninsula's -- who was actually -- who was going to do
7 the selling at this time?

8 A I would.

9 Q I take it then that would eliminate the need for
10 commission sales people?

11 A Yes. I would be totally responsible for the, you know,
12 not only the operations of it technically but also for
13 the daily operations, seeing that sales were done.
14 That was my job as well.

15 Q So you were going to do the sales, you were going to -
16 - you meaning Coastal, were going to be responsible for
17 the electric bills?

18 A Yes. I had -- I was -- divestiture meant, that I was
19 totally responsible for the entire operation of each of
20 those translators from the electric bills, from the
21 maintenance, from the sales that it would generate, all
22 of that was my responsibility.

23 Q And if a piece of equipment broke down it was Coastal's
24 responsibility to pay for its replacement?

25 A Yes that is correct. The only thing I was allowed

1 under the rules and regulations as I understood it was
2 that Mr. Becker could provide some technical assistance
3 for questions and things like that but that is the
4 limit of his -- his allowable influence on Coastal's
5 operations of those translators. It was my full
6 responsibility.

7 Q Did you ever have any discussion -- again this is
8 focusing on the time prior to the execution of the
9 Asset Purchase Agreement, as to whether or not
10 Peninsula actually sold time at the rate card rate or
11 whether it would sell below those rates?

12 A My understanding was that was the going rate. That's
13 how things are done. As I understood it in the
14 industry, having been in it before, those were the
15 rates and I know that there were sales involved in
16 Kodiak especially. And that's what was being done.
17 They were operational.

18 Q What did -- what in particular did you know about the
19 sales of time in Kodiak?

20 A I asked Mr. Becker if he could show me that the entire
21 network was workable and the only thing he did provide
22 me was a complete list of all the -- all the agencies
23 that aired time on his stations. So I did see that
24 some things were involved in Kodiak sales, some were in
25 Seward, and so I was aware that those sites were

1 generating some income and they were workable.

2 Q Did you happen to contact any of the agencies that were

3 noted in what it was that you just referred to?

4 A No not at that time.

5 Q Was a copy of such an advertising list actually given

6 to you by Mr. Becker?

7 A Yes.

8 Q And is that something that you still have?

9 A Somewhere in here I do I believe, yes.

10 Q All right. We'll -- I may as well do this now.

11 A It was made a part -- it was made a part of the -- the

12 bank also wanted to see if it was workable when we get

13 to that section and that's where the document is found.

14 Q I see. Well one of the things that we would like to do

15 and I guess this is going to take a little bit of time,

16 is, you know, photocopy some of the documents that we

17 had asked you to bring. I'm not going to go through

18 and ask questions about all of them at this point in

19 time but when we reach a break we had given you a

20 subpoena. You in turn honored that subpoena by

21 bringing your documents here and we in turn would like

22 to photocopy some of the documents that we don't

23 currently have in order to make this picture more

24 complete. I take it with respect to the translators

25 you saw whatever tower leases there were?

1 A Yes I was aware of tower leases, rental agreements,
2 those kind of things, yes.

3 Q Well, so just as, if you can now from a rough numbers
4 standpoint, give us an idea of what it was going to
5 cost Coastal in order to operate these nine translators
6 and if you could break it out on a monthly basis. Or
7 whatever basis you want.

8 A Somewhere in here I have a breakdown on the bank
9 proposal. Something is sticking in my mind of around
10 \$1,000 a month for operations, minimal for the
11 translators.

12 Q That would be all nine of them?

13 A Yes I believe so.

14 Q Now does that -- would that include any satellite fees
15 that had to be paid with respect to Seward?

16 A I don't recall.

17 Q But that's the kind of thing that should be reflected
18 on the bank loan application?

19 A I believe it should, yes, as far as what the operations
20 were, yes.

21 Q All right. It's our understanding from other
22 depositions that we've taken in this proceeding that
23 the satellite uplink costs for Seward themselves ran
24 over \$1,000 per month. So that's just for Seward
25 alone. That doesn't include the other seven. Does

1 that have any impact on your memory of what these
2 proposed costs were?

3 A Not at this point, I cannot recall that, no.

4 (Whispered conversation)

5 Q Now the Asset Purchase Agreement, and I'll get back to
6 you just so you can look at it again if need be, but
7 the Asset Purchase Agreement reflected that the
8 proposal was that all nine translators be sold to
9 Coastal for a cost of \$100,000. Do you remember that?

10 A That is correct.

11 Q Could you tell us how that \$100,000 figure was arrived
12 at?

13 A It was -- we looked at each of the translators and the
14 equipment at each one, somewhere between \$15,000 and
15 \$20,000 in value for each -- each translator. Some had
16 newer equipment which made it higher than that. Some
17 had older equipment which was based lower in price but
18 with an average of somewhere between \$15,000 and
19 \$20,000 for each -- each -- for each translator
20 including, which included the licenses as well and the
21 transfer. So on the high end, when we first started
22 discussing figures, on the low end it could be \$80,000,
23 high end could be \$125, \$130,000 and we just split the
24 difference and ended up at an agreement of \$100,000.

25 Q Now if I understand it from the math standpoint if were

1 to have a low end figure of \$80,000 and if we valued
2 each translator equally, that would give us a cost of
3 roughly \$9,000 per translator.

4 A It was higher. It was a little higher than that. I
5 think with licenses and values and things like that, we
6 basically agreed that the agreement would be roughly in
7 that ballpark of \$20,000.

8 Q Well, now, if it were \$20,000, just to, I don't want to
9 get argumentative here but I just want to point out
10 from a math standpoint.....

11 A Right.

12 Qwhere we're going, if each translator was valued
13 at roughly \$20,000, what we're talking about is
14 \$180,000.

15 A Right. And that.....

16 Q Nine times twenty.

17 A Right. And that would be brand new, spanking new
18 equipment and everything at that point. But when you
19 think that most of them were ten years old,
20 depreciation, some of those pieces of equipment and the
21 year that was -- I felt that was fair market value for
22 the equipment that was in place as an average and
23 that's what we felt was a very adequate price for
24 those.

25 Q Did you happen to look at any documents that Peninsula

1 had in its possession as to how much it actually cost
2 to construct each of the translators?

3 A I don't remember seeing, other than the inventory list
4 on the Asset Purchase Agreement, I can look at the
5 equipment and basically rough it out and I felt that
6 that was very adequate. Again, we're looking at new
7 equipment versus ten year old equipment. And I felt it
8 was right in the ballpark.

9 Q Now did -- was there -- because some of the translators
10 were -- well, because the translators came on line at
11 different times, was any effort made to evaluate the
12 translators individually in the sense that while you
13 came to a collective value of \$100,000, were any of the
14 translators deemed more or less valuable than any of
15 the others?

16 A I wouldn't say -- I would not say in terms of
17 equipment. I would say in terms of location for
18 potential sales.

19 Q I see. And if you could please explain what you mean
20 by that.

21 A Meaning that Kodiak and Seward had greater potential
22 for generating income because of where they were as
23 opposed to some of the other smaller ones, in terms of
24 locale where they served.

25 Q Now let me see if I understand that. With respect to

1 Seward, for example, there were two translators
2 bringing two different FM primary stations into the
3 community. As I understand it, the population of the
4 Seward area was roughly 4,000 individuals. Does that
5 sound right to you?

6 A I would say it's about ballpark, yes.

7 Q Kodiak, on the other hand, which was also bringing in
8 two FM signals, it's my understanding that the
9 population base there was closer to 14,000 people.

10 A Basically because of the military's presence.

11 Q Homer, on the other hand, which was translating KPEN
12 from Soldotna into Homer, had a population base of
13 somewhere between 10 and 15,000. Does that comport
14 with your memory?

15 A Yeah I believe those figures are fairly close.

16 Q And the Kenai/Soldotna area which was translating KWVV-
17 FM Homer, had a population base of roughly 30,000.

18 A It's spread over a greater area.

19 Q Now wouldn't it stand to reason then that the
20 translators that were serving the Kenai/Soldotna area
21 were likely to bring in far more revenue than those
22 that were going to be serving Seward?

23 A Not necessarily.

24 Q And now, there may be -- there probably are some
25 reasons for that and if you could please enlighten me

1 to what those reasons may be.

2 A I would think because of the economics and what goes on
3 in those places. Seward being a shipping terminal and
4 a shipping port, even though there's a small population
5 there, has been a more stable community over the years.
6 It's a long time place that's been around. It's linked
7 direct by rail to Anchorage. A lot more goes on there
8 in terms of shipping than anything would in the Kenai
9 Peninsula. And so, and Kodiak because it being a major
10 fishing fleet. They might be smaller in numbers
11 compared to the Kenai Peninsula but it being a fishing
12 center with lots of income coming in from fishing
13 industry, the per capita income was probably higher, a
14 lot more higher than those areas than even in the
15 Peninsula which is more open in terms of economics.
16 It's just demographics and economics.

17 Q Now in terms of the Seward situation, did you also have
18 an understanding at that time, meaning the time
19 immediately preceded the signing of the Asset Purchase
20 Agreement, as to what radio competition, if any,
21 existed in Seward?

22 A I don't believe there was -- my recollection was that
23 there wasn't any. If any, there was one station or so.
24 I do know that Mr. Becker, being the consummate not
25 only engineer but business person, I also felt was --

1 he was the first in many of these areas to bring
2 service in as a public service. And I honored him very
3 much for that entrepreneurial aspect of his lifestyle
4 and management capabilities. So in that respect he was
5 often times the first one in.

6 Q Now with respect to Seward, did you have any
7 understanding as to whether any full power FM stations
8 were allocated to Seward?

9 A I believe there was one, at least at that point of, you
10 know, of being projected that might come in. But
11 that's all I know. But at that point I don't believe
12 it was on the air. It was just a possibly we would
13 and, you know, the story of Alaska, a lot of places
14 want to start one but they never come about and there's
15 lots of discussion, you know, but Mr. Becker's was
16 operational at that point.

17 Q Did you ever have any conversation with Mr. Becker at
18 about this time, again, we're referring to the time of
19 the sale, the Asset Purchase Agreement execution, as to
20 why it was that translators were being used rather than
21 full power stations?

22 A Well, my understanding was that because of the Wrangell
23 exception to Alaska, there was an open window where
24 anyone could put translators in Alaska if they cared
25 to, even the competition could have done that. Mr.

1 Becker saw the opportunity and was aggressive and built
2 a translator network using the Wrangell radio group
3 exception that allowed that possibility. And part of
4 Mr. Becker's vision, which I honored and deeply
5 appreciated was that these small communities needed
6 service and he was there to provide it and technically
7 he was very astute, even more so than I was in those
8 areas and that's why I had to come up to speed on the
9 translator and look at the rules and regulations. He
10 was well aware of that and he was aggressive in doing
11 and seeing a vision that he had to provide a service to
12 these small communities that were not there.

13 Q Now you mentioned Wrangell. You understood that to be
14 a decision issued by the Federal Communications
15 Commission?

16 A That is correct.

17 Q Is that a decision that you have ever read?

18 A No but it has been footnoted in every piece of
19 communications that I've had in respect to the sale and
20 so forth. The Commission has always referred to it and
21 I was aware that other broadcasters around the state
22 were also using translators and using that Wrangell
23 radio group Alaska exception, because things are
24 different here.

25 Q Now if I were to use the term advertising cost points,

1 does that mean anything to you?

2 A Yeah, the point would -- at least my understanding of
3 it would be the point at which you are just breaking
4 even in terms of your rates.

5 Q Well let me explain to you what I think is involved
6 here and then perhaps that will affect your answer.
7 And I'm going to paraphrase because I don't sell radio
8 time and never have and only vaguely understand it.
9 But it's my understanding from other testimony that has
10 been given in depositions that advertising cost points
11 relate to what it is an advertiser will have to pay in
12 order to reach a certain number of people and that that
13 figure in turn can be multiplied in a part -- with a
14 particular formula in order to come up with the cost
15 that the radio station wants to charge the advertiser
16 in order to reach the people that it wants to reach.
17 Now with that explanation such as it was, does that
18 give you perhaps a different notion as to what I'm
19 talking about?

20 A I'm not exactly sure -- clear in my mind exactly what
21 you're referring to. What I would refer to it as the
22 rate card. That's the -- that's the figures that are
23 used to sell air time. And it's based upon the length.
24 It's based on the time of day. It's all computed out
25 on a rate card and some of that is allowable related to

1 some of the surveys that are done through Willheight or
2 some of the other survey corporations to see who has
3 greater listenership in those areas and so the rates
4 are more allowable for someone reading different
5 percentage of audiences and so forth. But the rate
6 card is what I based my figures upon and the rate card
7 that Mr. Becker was using for his advertisers.

8 Q Now did you understand that you were going to be able
9 to charge more or less for a minute of advertising time
10 in Seward than say you would be in Homer?

11 A No I understood I could sell it for the time that I
12 wanted to. I mean if I wanted to charge double what he
13 could, you know, that was still -- as long as it was in
14 the 30 minute -- or the 30 second spot time allowed,
15 you know. Now there's a point here of, again, maybe
16 this what you're talking about the break point.
17 There's a point in which a customer will not pay extra
18 money to air at the same time when he could go back to
19 the parent station and get it for cheaper. Therefore,
20 I set my rates based upon Mr. Becker's rate card to be
21 the same because that was what was being used and was
22 working. And those could be adjusted at other times
23 later on. But you have to also realize too that
24 there's a pressure here being placed on the Commission
25 -- by the Commission to hurry up and expedite this sale

1 and I'm coming from square one having to form a
2 corporation, having to get it all operational and ready
3 to go but in a very short period of time. And so,
4 having crunched the numbers as best I could, those are
5 the basis by which I used that rate card to come up
6 with the figures that made it workable.

7 Q The purpose for this, where I'm coming from is I'm
8 simply trying to get a picture and a fix in my mind as
9 to what it was you understood and if it turned out you
10 understood more or less that's not a reflection on
11 anything at this stage, it's simply a matter of trying
12 to find out where we were. And getting back to that I
13 want to utilize an example. Was it your understanding
14 that you were going to be able to sell 30 seconds worth
15 of advertising time for the same rate in Seward
16 relative to what you could sell that same period of
17 time, say in Homer?

18 A I believe I was going to use the same rate.

19 Q Your plan was to try to sell commercial time in Seward
20 at the same rate that you would sell it in Homer?

21 A I believe so using the rate card, yes.

22 Q And that you would utilize the same rate in Kodiak?

23 A Yes.

24 Q And the same rate in the Kenai/Soldotna area?

25 A Yes. I was having set rates.